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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

RAYMOND ZONG, :
Plaintiff, :
v. :
MERRILL LYNCH, PIERCE, FENNER & :
SMITH INCORPORATED, :
Defendant. :
: CIVIL ACTION
: No. 2:13-cv-03256-JLS

**PLAINTIFF, RAYMOND ZONG'S RESPONSE TO DEFENDANT MERRILL LYNCH'S
MOTION TO ENFORCE SETTLEMENT AGREEMENT**

Introduction:

The following is my response to the motion filed by defendant Merrill Lynch to enforce an invalid and revocable alleged settlement agreement (the “agreement”) on June 23rd, 2014. Wherefore, As a Plaintiff, I respectfully requests Honorable Court to deny the defendant’s motion.

Relevant Facts:

1. On June 23, 2014, my last attorney Andrew Cotlar misinformed me about the status of my pending retaliation claim at EEOC and misled me to the “agreement”. On June 24, 2014, he admitted his mistakes in his email. Therefore, the “agreement” under false information is invalid. The fact changed my decision. Please see the copies of my emails of June 23 & 24, 2014 as Exhibit A1, A2 and Andrew Cotlar’s email of June 24, 2014 as Exhibit A3
2. The defendant’s motion is irrelevant. Because the “agreement” is revocable and it is clearly stated by the defendant Merrill Lynch on page 13 & 14 of the “agreement”: **“Zong may have up to twenty-one (21) days to decide to accept... and sign the agreement, or to reject ...and not sign this agreement.”**

“Zong has Seven (7) days after signing this agreement to revoke this agreement.”
Therefore, it is my legal right to revoke this “agreement”. Please see the page 13 & 14 as Exhibit B1, B2

My last attorney Andrew Cotlar **confirmed my legal right in his email of June 24, 2014**. Please see his email copy as Exhibit B3

On June 25, 2014, I informed my last attorney Andrew Cotlar by email that I will not sign the alleged “Agreement”, that is, it was already revoked. Please see my email copy as Exhibit B4

3. The defendant’s motion made false statement. On page 3, bottom paragraph, the defendant intentionally stated: “he was misled about the status of the pending EEOC charge of Discrimination”. But, as a matter of fact, it is about my **pending Retaliation Claim** at EEOC, which was clearly stated in my emails to the Honorable Judge on June 24, and my last attorney Andrew Cotlar on June 23, 2014 and Cotlar’s email of June 24, 2014. Please see Exhibits A1, A2 & A3 and the Page 3 copy as Exhibit C1

Conclusion:

Wherefore, based on the above stated facts and circumstance surrounding the alleged “agreement”, Plaintiff hereby respectfully requests that the defendant’s motion to enforce the alleged “agreement” be denied.

RESPECTFULLY SUBMITTED,

BY: 
RAYMOND ZONG, PLAINTIFF

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ORDER

AND NOW, this _____ day of _____, 2014, upon consideration
of Defendant Merrill Lynch, Pierce, Fenner & Smith Incorporated's *Motion to Enforce
Settlement* and Plaintiff Raymond Zong's response thereto, it is hereby **ORDERED** and
Decreed that Plaintiff's request is **GRANTED** as follows:

1. The defendant's Motion to enforce settlement is hereby denied.
2. Both parties shall negotiate a new settlement, and new settlement conference shall be held at the same court on an available day selected by the Court.

BY THE COURT:

**Honorable Richard A. Lloret
United States Magistrate Judge**